



State of New Jersey

CASINO CONTROL COMMISSION
PRINCETON PIKE OFFICE PARK, BUILDING NO. 5
CN-208
TRENTON, NEW JERSEY 08625
609-530-4900

VALERIE H. ARMSTRONG
ACTING CHAIR
FRANK J. DODD
JAMES R. HURLEY
W. DAVID WATERS
E. KENNETH BURDGE
COMMISSIONERS
(609) 530-4901

August 13, 1990

C-1
8/16/90
EV
KB

ATLANTIC CITY OFFICES
TENNESSEE AVENUE AND BOARDWALK
AFFIRMATIVE ACTION
AND PLANNING DIVISION
609-441-3203
LICENSE DIVISION 609-441-3200
1300 ATLANTIC AVENUE
609-441-3619 AUDIT
609-441-3601 CASINO ACCOUNTING
AND OPERATIONS
609-441-3201 INSPECTION

TO: VALERIE H. ARMSTRONG - ACTING CHAIR
FRANK J. DODD - COMMISSIONER
JAMES R. HURLEY - COMMISSIONER
W. DAVID WATERS - COMMISSIONER
E. KENNETH BURDGE - COMMISSIONER
FROM: DEBORAH M. ALGOR - MANAGER
FINANCIAL EVALUATION UNIT
RE: PETITION NO. 211003 OF TRUMP PLAZA ASSOCIATES, TRUMP'S CASTLE
ASSOCIATES, L.P., TRUMP TAJ MAHAL ASSOCIATES, L.P., AND TRUMP HOTEL
MANAGEMENT CORPORATION

On July 30, 1990, Trump Plaza Associates ("Plaza"), Trump's Castle Associates, L.P. ("Castle"), Trump Taj Mahal Associates, L.P. ("Taj Mahal"), and Trump Hotel Management Corporation ("Hotel Corp.") filed Petition No. 211003 seeking approval of, among other things, a transfer to banking institutions of security interests in the equity ownership of certain casino-related entities, a \$65.0 million credit facility agreement ("Credit Agreement"), and an override agreement ("Override Agreement"). Pursuant to the terms of the Override Agreement, lenders to Donald J. Trump and his related entities ("Trump Entities") will defer principal and interest payments on certain loans and will impose a five-year moratorium on enforcing claims against Mr. Trump personally (subject to certain exceptions). Our review of Petition No. 211003 was based on an analysis of draft documents and exhibits, which management has represented are in substantially final form.

Overview

Presently, Mr. Trump and the Trump Entities have total debt outstanding of approximately \$3.4 billion. (Table II details the indebtedness of Mr. Trump and the Trump Entities as of April 30, 1990.) Of this amount, approximately \$1.3 billion consists of first mortgage bonds issued to finance Mr. Trump's acquisition and/or construction of the Plaza, Castle, and Taj Mahal facilities in Atlantic City. These first mortgage bonds consist of the following:

- . \$675.0 million related to Taj Mahal
- . \$351.8 million related to Castle
- . \$250.0 million related to Plaza

The Trump Entities also have approximately \$2.1 billion of outstanding indebtedness owed primarily to institutional lenders, of which \$832.5 million is personally guaranteed by Mr. Trump.

Mr. Trump and the Trump Entities are currently experiencing cash flow difficulties due to, among other things, less than anticipated operating results at Plaza, Castle, Taj Mahal, and the Trump Shuttle. In addition, management indicated that certain recent financial developments have limited Mr. Trump's and the Trump Entities' financial flexibility, including downturns in the real estate market as well as limits on Mr. Trump's access to financial markets. As shown in Table I on the following page, without giving effect to the proposed Credit Agreement and Override Agreement, based on cash flow projections provided by Mr. Trump and the Trump Entities, Mr. Trump faces significant cash flow deficits from August 1990 through April 1991. (Table III provides a more detailed projected cash flow schedule.)

DONALD J. TRUMP^(A)
 PROJECTED CASH FLOW ACTIVITY
PRE-CREDIT AND OVERRIDE AGREEMENTS
 (\$ in Thousands)

Table I

<u>Month</u>	<u>Monthly Cash (Deficit) Surplus</u>	<u>Beginning Cash Balance (Deficit)</u>	<u>Ending Cash Balance (Deficit)</u>
August 1990	\$(14,756)	\$ 10,091 ^(B)	\$ (4,665)
September 1990	\$(10,866)	\$ (4,665)	\$(15,531)
October 1990	\$ (9,279)	\$(15,531)	\$(24,810)
November 1990	\$ (9,758)	\$(24,810)	\$(34,568)
December 1990	\$ 12,067	\$(34,568)	\$(22,501)
January 1991	\$(17,828)	\$(22,501)	\$(40,329)
February 1991	\$ (8,182)	\$(40,329)	\$(48,511)
March 1991	\$(11,417)	\$(48,511)	\$(59,928)
April 1991	\$ (8,081)	\$(59,928)	\$(68,009)

(A) These cash flow deficits reflect Mr. Trump's personal cash flow deficits after funding the operating activities and certain debt service requirements of the Trump Entities as well as covering Mr. Trump's personal expenses. However, these cash flow deficits do not include past due debt maturities of \$540.5 million, or debt maturities approximating \$169.5 million for the nine months ending April 30, 1991.

(B) Actual as of July 31, 1990.

As shown in the preceding table, with the exception of December 1990, Mr. Trump projects cash flow deficits each month through April 1991, ranging from \$8.1 million in April 1991 to \$17.9 million in January 1991. Consequently, for the nine months ending April 30, 1991, Mr. Trump forecasts a cumulative cash flow deficit of \$78.1 million, resulting in a negative cash balance of \$68.0 million at April 30, 1991. (Mr. Trump's December 1990 cash flow surplus is primarily attributable to an anticipated distribution from Plaza to Mr. Trump of \$20.0 million, representing projected excess cash generated by Plaza from July 1990 through November 1990. Consequently, this \$20.0 million cash distribution is dependent upon the operating results of Plaza.) Although these monthly cash flow deficits reflect the net operating results as well as debt service requirements of the Trump Entities, they do

not include past due debt maturities of \$540.5 million (of which \$240.5 million is personally guaranteed by Mr. Trump) nor debt maturities of \$169.5 million for the nine months ending April 30, 1991.

Management indicated that if the proposed Override Agreement is not executed, the non-payment of debt service will, under existing loan agreements, provide a basis for related lenders to proceed against the collateral securing such debt and, to the extent the debt is recourse, to Mr. Trump personally, including his equity in Plaza, Castle, and Taj Mahal. However, provisions contained in the Override Agreement, if it is executed, would "cure" these potential defaults and avoid the commencement of foreclosure proceedings against the individual defaulting entity and, to the extent the debt is recourse, against Mr. Trump personally.

The cash flow difficulties also contributed to Trump Castle Funding, Inc.'s inability to fund a June 15, 1990 required redemption of \$22.7 million in mortgage bonds related to Castle. Subsequently, on June 26, 1990, the banks that are a party to the Credit Agreement loaned Mr. Trump \$20.0 million on an interim basis ("Interim Loan") in exchange for a thirty-day promissory note from Mr. Trump and certain of his affiliates, the maturity from which has been extended to August 17, 1990. Mr. Trump loaned the proceeds from the Interim Loan to Castle ("Castle Loan"), which utilized the funds to make the required redemption of Castle's mortgage bonds. The Castle Loan accrues interest at the prime interest rate and is payable by Castle to Mr. Trump on demand. (It is anticipated that a portion of the initial \$40.0 million loan contemplated under the Credit Agreement will be used to refinance the Interim Loan.)

As a result of these financial difficulties, certain lenders have agreed to restructure a portion of Mr. Trump's existing indebtedness. To accomplish

this restructuring, Mr. Trump and certain institutional lenders have negotiated the terms of the Credit Agreement and the Override Agreement.¹ (The seven banks that are a party to the Credit Agreement are hereinafter referred to as "Credit Agreement Lenders" and the nine banks that are a party to the Override Agreement are hereinafter referred to as "Override Agreement Lenders.")

Management indicated that the Credit Agreement and Override Agreement are intended to provide a level of financial and operating stability to the Trump Entities, primarily through the following:

- . A \$65.0 million credit facility ("Credit Facility"), the proceeds of which can be used for the present business operations of the Trump Entities in accordance with an approved business plan (Approximately \$20.0 million will be used to refinance the Interim Loan.)
- . Deferral, for varying terms up to five years, of the payment of interest on approximately \$1.0 billion in existing institutional loans covered by the Override Agreement
- . Extension of principal maturity dates, for varying terms up to five years, of approximately \$1.7 billion in existing institutional loans covered by the Override Agreement
- . A five-year moratorium, subject to certain exceptions, on all actions against Mr. Trump personally under certain existing institutional loans covered by the Override Agreement

It should be noted that the proposed Credit Agreement and Override Agreement do not impact the payment terms or collateral related to \$2.4 billion of Mr. Trump's and the Trump Entities' secured debt, including the following secured, casino-related debts outstanding as of April 30, 1990:

¹ The following banks are a party to the Override Agreement: Bankers Trust Company; Citibank, N.A.; Chase Manhattan Bank, N.A.; Manufacturers Hanover Trust Company; First Fidelity Bank, N.A., New Jersey; National Westminster Bank U.S.A.; Midlantic National Bank; Marine Midland Bank, N.A.; and Boston Safe Deposit & Trust Company. All of these banks are a party to the Credit Agreement with the exception of Marine Midland Bank, N.A. and Boston Safe Deposit & Trust Company.

- . Taj Mahal Hotel & Casino
 - .. \$675.0 million first mortgage bonds secured by the Taj Mahal facility
 - .. \$50.0 million FF&E loan secured by the related furniture, fixtures, and equipment
- . Trump Plaza Hotel & Casino
 - .. \$250.0 million first mortgage bonds secured by the Plaza facility
 - .. \$16.1 million purchase money loan from Harrah's Atlantic City, Inc.
 - .. \$13.0 million in loans from First Pennsylvania Bank and European American Bank related to the purchase of land underlying the Plaza facility
 - .. \$9.0 million in various purchase money mortgages related to Mr. Trump's purchase of property in Atlantic City
- . Trump Castle Hotel & Casino
 - .. \$351.8 million first mortgage bonds secured by the Castle facility
 - .. \$50.0 million loan from Midlantic National Bank, N.A. related to the construction of Castle's hotel tower

Override Agreement

Pursuant to the Override Agreement, the Override Agreement Lenders will defer, for up to five years, the payment of interest on approximately \$1.0 billion of debt. This interest deferral provision will result in cash relief of approximately \$7.4 million per month through April 1991, and significant financial relief thereafter. The Override Agreement Lenders will also extend, for up to five years, the principal maturity dates of certain debt covered by the Override Agreement. This provision will result in short-term financial benefits, as significant principal repayment requirements on debt covered by the Override Agreement would otherwise occur in 1990, 1991, and 1992, including the \$540.5 million of indebtedness that has already matured.

(Table IV details the effects of the Override Agreement on the indebtedness of

Mr. Trump and the Trump Entities.) The interest and principal deferral provisions contemplated by the Override Agreement cover several casino-related debts, including the following:

- . The maturity date of the \$75.0 million loan from First Fidelity Bank, N.A. to Trump Boardwalk Realty Corp., currently November 22, 1991, is extended until June 30, 1993, subject to further extension to June 30, 1995. In addition, interest on this loan is payable only to the extent cash payments are received under Hotel Corp.'s management contract with Taj Mahal. (The proceeds from this loan were used to fund Mr. Trump's capital contribution to Taj Mahal.)
- . The maturity date of the \$13.0 million working capital loan from Midlantic National Bank, N.A. to Castle, which is currently payable on demand, is extended to June 30, 1995. In addition, a portion of interest is deferred.
- . Principal and interest payments on the contingent \$19.6 million letter of credit obligation from National Westminster Bank U.S.A. are deferred until June 30, 1995 (subject to draws).

In addition, in order to protect their interest in certain collateral, certain of the Override Agreement Lenders will pay real estate taxes owed by two Trump Entities, aggregating \$5.1 million from July 1990 to April 1991.

The Override Agreement Lenders will also impose a five-year moratorium on enforcing claims against Mr. Trump personally (subject to certain exceptions). It is this provision that management believes is most beneficial in providing Mr. Trump and the Trump Entities with the stability to permit them to operate in an orderly manner as well as allow time for Mr. Trump to develop and implement a long-term plan to address his current financial situation. As previously discussed, Mr. Trump has personally guaranteed approximately \$832.5 million of the indebtedness of the Trump Entities. Management believes that under existing credit agreements, lenders holding such recourse indebtedness could commence proceedings against Mr. Trump personally and obtain a judgement which could be enforced against Mr. Trump's equity interests, including his

equity in Plaza, Castle, and Taj Mahal. The commencement of such actions against Mr. Trump could have significant adverse effects on the Trump Entities, including his casino hotel properties. These adverse effects include a diversion of management's attention to such actions and adverse publicity which could have a negative impact on the customer appeal of Mr. Trump's casinos. Management indicated that the Override Agreement would effectively remove that threat.

In consideration for the interest deferrals, principal repayment extensions, and moratorium on the pursuit of claims against Mr. Trump personally, the Override Agreement Lenders would obtain various additional collateral, including security interests in the equity of Plaza, Castle, and Taj Mahal. Specifically, the following lenders would be granted first priority equity liens ("First Equity Liens") to secure existing casino-related debt:

- . First Fidelity Bank, N.A. would be granted a first priority lien on Mr. Trump's ownership interests in Taj Mahal to secure its existing \$75.0 million loan to Trump Boardwalk Realty Corp. (This loan is currently secured by various parcels of land in Atlantic City as well as payments under Taj Mahal's management contract with Hotel Corp.)
- . Midlantic National Bank would be granted a first priority lien on Mr. Trump's ownership interests in Castle to secure its existing unsecured \$13.0 million working capital loan
- . National Westminster Bank U.S.A. would be granted a first priority lien on Mr. Trump's ownership interests in Plaza to secure its existing \$19.6 million unsecured contingent letter of credit obligation related to Mr. Trump's purchase of land in Atlantic City from Penthouse International, Ltd.

The Override Agreement Lenders would also be granted a third priority equity lien on Mr. Trump's ownership interests in Plaza, Castle and Taj Mahal to secure the deferred interest on loans subject to the Override Agreement that are also recourse to Mr. Trump personally. (Second priority equity liens would be granted to the Credit Agreement Lenders.)

The Override Agreement Lenders would also be entitled to receive a facility fee ("Facility Fee") equal to 10.0% of any residual net cash proceeds of any sale, disposition, or refinancing of any casino asset or of any casino equity sale. In the event that no such casino "capital events" occur, the Override Agreement Lenders would, no later than June 30, 1995, be entitled to a Facility Fee equal to 10.0% of the appraised value of each casino entity minus certain debt amounts and other costs.

Credit Agreement

Pursuant to the Credit Agreement, the Credit Agreement Lenders will loan Mr. Trump up to \$65.0 million through June 28, 1993, subject to extension to June 30, 1995. Borrowings under the Credit Facility may be used only in accordance with business plans approved by the Credit Agreement Lenders and will accrue interest at the prime interest rate plus 1.0 percentage point, payable monthly. Mr. Trump must also pay the Credit Agreement Lenders, on a quarterly basis, a commitment fee equal to 0.5% of the unused portion of the Credit Facility, and he must pay Bankers Trust Company, as agent for the Credit Agreement Lenders, a \$250,000 fee on the date of the initial loan under the Credit Agreement, and a \$100,000 fee annually thereafter through the final maturity date. Included in the \$65.0 million Credit Facility is a \$5.0 million letter of credit facility, which can be used for approved business purposes of the Trump Entities. Interest on any letters of credit drawn pursuant to the Credit Agreement will accrue at the prime interest rate plus 4.0 percentage points, payable on demand. In addition, Mr. Trump must pay, on a quarterly basis, a non-refundable commission of 1.75% of the amount of any letters of credit issued.

Pursuant to the Credit Agreement, the Credit Agreement Lenders will make an initial loan ("Initial Loan") to Mr. Trump of \$40.0 million, of which \$20.0

million will be used to refinance the Interim Loan. The remaining \$20.0 million will be used to pay closing costs and legal fees associated with the Credit Agreement and Override Agreement, currently estimated at \$5.0 million, as well as for general corporate purposes, primarily the payment of accrued accounts payable of various Trump Entities. (No proceeds from the Initial Loan will be used to pay the Taj Mahal contractors.) Subject to certain conditions, Mr. Trump is obligated to repay Credit Facility borrowings upon the occurrence of certain "capital events." Such "capital events" include, among other things, the sale or disposition by Mr. Trump of any assets or equity interests collateralizing the Credit Agreement, the sale of any casino assets or equity interests, and any refinancing of any casino-related indebtedness. In addition, the Credit Agreement obligates Mr. Trump to cause the Trump Entities to declare dividends or make distributions in an amount such that no entity retains cash, with the following exceptions:

- . Cash needed by the Trump Entities in the ordinary course of business in accordance with approved business plans
- . With respect to the casino entities, cash which is not permitted to be distributed under existing casino bond indentures or cash which cannot be distributed under regulations of the Casino Control Act or resolutions of the Casino Control Commission
- . Cash which is prohibited from being distributed under corporate law

After giving effect to allowable distributions from the Trump Entities, until Mr. Trump satisfies certain collateralization conditions, Mr. Trump is obligated to repay any Credit Facility borrowings, commencing in February 1991, in an amount equal to Mr. Trump's cash balances in excess of \$10.0 million.

In consideration for the Credit Facility, the Credit Agreement Lenders would obtain various securities, including the following:

- . A second priority equity lien (subordinate to First Equity Liens) on Mr. Trump's ownership interests in Plaza, Castle, and Taj Mahal
- . A \$25.0 million note payable to Mr. Trump from Taj Mahal
- . A \$2.0 million note payable to Mr. Trump from Castle
- . The Trump Princess Yacht
- . Mr. Trump's personal 727 aircraft
- . Mr. Trump's interests in certain family-owned businesses
- . Trump Tower residential space and commercial equity
- . Mr. Trump's leasehold interest in tennis courts and air rights at Grand Central Station in New York City

Financial Effects of the Credit Agreement and Override Agreement

Overall, the Credit Agreement and the Override Agreement, by providing additional funds and deferring certain interest and principal payments, provide a limited degree of short-term financial relief. However, Mr. Trump's and the Trump Entities' continued financial stability is highly dependent on the projected operating results of the Trump Entities. This is particularly critical since approximately \$1.6 billion in Trump indebtedness is not covered by the Override Agreement, including \$1.3 billion in casino-related first mortgage bond debt, which has the following, upcoming debt service requirements:

- . \$47.3 million interest payment on Taj Mahal's first mortgage bonds due November 1990
- . \$18.4 million interest payment on Castle's first mortgage bonds due December 1990
- . \$16.1 million interest payment on Plaza's first mortgage bonds due December 1990

While management believes that the Credit Agreement and Override Agreement will provide immediate financial benefits, we believe these benefits are extremely limited since they do not address the significant upcoming debt

service requirements on the casino-related debt, among other things. In addition, the financial effects of certain provisions of these agreements are difficult to assess. As a result, we recommend that, at a minimum, management address the following issues at the hearing scheduled to commence on August 16, 1990.

- . What will be the impact on the Trump Entities, specifically Mr. Trump's Atlantic City casinos, if projected operating results (as provided by Mr. Trump and the Trump Entities) are not substantially met?
- . What will be the impact on the Trump Entities and Mr. Trump's Atlantic City casinos if Plaza is unable to fund the projected \$20.0 million distribution in December 1990?
- . What impact and limitations will the Credit Agreement and the Override Agreement have on Mr. Trump's Atlantic City casinos should there be a default and/or refinancing of the first mortgage bonds of Plaza, Castle, and/or Taj Mahal?
- . In what ways do the Credit Agreement and the Override Agreement improve the financial flexibility of the Atlantic City casinos? Conversely, in what way do the Credit Agreement and the Override Agreement limit the financial flexibility of the casinos?
- . What new risks are placed on Mr. Trump's Atlantic City casinos as a result of the Credit Agreement and Override Agreement, particularly as to the occurrence of financial problems or events of default at the noncasino-related Trump Entities (i.e., the Trump Shuttle, Plaza Hotel, etc.), as well as defaults under the Credit Agreement and Override Agreement themselves?
- . How much time do the Credit Agreement and Override Agreement provide Mr. Trump and the Trump Entities to develop and then implement a long-term plan to address his current financial situation? What are Mr. Trump's options (or what is being planned) should Plaza, Castle, or Taj Mahal be unable to fund their debt service requirements?
- . Why are the Override Agreement Lenders entitled to the Facility Fee? What is the financial impact on Mr. Trump and the Trump Entities of such a fee? Why will the payment of such a fee not have an adverse impact on the Trump Entities' financial position? What impact and limitation will the requirement to pay a Facility Fee have on a refinancing of the first mortgage bonds of Plaza, Castle, and/or Taj Mahal in light of the fact that a Facility Fee must be paid upon any sale, disposition, or refinancing of any casino asset and from any casino equity sale?
- . What impact will the requirement to repay Credit Facility borrowings have on Mr. Trump's and the Trump Entities' financial flexibility?

since these borrowings must be repaid upon the sale or disposition by Mr. Trump of any assets or equity interests collateralizing the Credit Agreement, upon the sale of any casino assets or equity interests, and upon any refinancing of casino-related indebtedness?

- . Why is First Fidelity Bank, N.A. getting a first priority lien on Mr. Trump's ownership interests in Taj Mahal to secure a \$75.0 million loan to Trump Boardwalk Realty Corp.?
- . Why is National Westminster Bank U.S.A. getting a first priority lien on Mr. Trump's ownership interests in Plaza to secure an obligation related to Mr. Trump's purchase of land in Atlantic City from Penthouse International, Ltd.?
- . Why are the Credit Agreement Lenders and Override Agreement Lenders getting equity liens on Mr. Trump's ownership interests in Plaza, Castle, and Taj Mahal when the majority of debts covered by these agreements are not direct obligations of the casinos?

DONALD J. TRUMP
DEBT SCHEDULE
APRIL 30, 1990
(UNAUDITED)

LENDER	COLLATERAL / RELATED PROPERTY	PURPOSE	MAXIMUM LINE	OUTSTANDING APRIL 30, 1990	MATURITY DATE	MATURITY EXTENDABLE (T/M)	INTEREST RATE	LOAN TYPE (**)	GUARANTEED BY DJT ? (YES = ***)	SINKING FUND REQUIREMENTS
MARINE MIDLAND BANK, N.A.	TRUMP PLAZA OF THE PALM BEACHES	PROPERTY PURCHASE	\$ 27,109,155	\$ 27,109,155	OCT. 22, 1990	N	NOTE X	NOTE I	***NOTE Y	
MIDLAND NATIONAL BANK, N.A.	TRUMP CASTLE HOTEL & CASINO	WORKING CAPITAL	15,000,000	13,000,000	DEMAND		PRIME	IO	*** NOTE Z	
	TRUMP PLAZA HOTEL & CASINO	WORKING CAPITAL	15,000,000		DEMAND		PRIME	IO	*** NOTE Z	
	PENHOUSE LAND PARCELS	LAND PURCHASE - A.C.	7,000,000	7,000,000	NOV 28, 1992	N	PRIME +.50%	IO	***	
	TRUMP CASTLE HOTEL & CASINO	TOWER CONSTRUCTION	37,000,000	37,000,000	FEB 10, 1998	N	PRIME + 1%	IO	***	
			50,000,000	50,000,000				NOTE AA	*** NOTE BB	
MARRAN'S ATLANTIC CITY	TRUMP PLAZA HOTEL & CASINO	PARTNERSHIP PURCHASE	124,000,000	107,000,000						
VARIOUS PURCHASE MORTGAGES			16,095,000	16,095,000	NOTE CC	N	10%	NOTE CC	***	
	HTGE. NOTES - TRUMP PLAZA M & C	PROPERTY PURCHASE	9,213,488	9,213,488						
	PENHOUSE LAND PARCELS	LAND PURCHASE - A.C.	19,000,000	19,000,000	NOTE DD	N	PRIME	NOTE DD	*** NOTE EE	
NATIONAL WESTMINSTER BANK USA	LESS: LETTER OF CREDIT TRUMP TAJ MAHAL HOTEL & CASINO	WORKING CAPITAL EQUIPMENT PURCHASE	28,213,488 (19,000,000)	28,213,488 100,000	MAR. 1, 1991 NOV 3, 1994	N	PRIME NOTE FF	IO PI	***	
LOUISE SUNSHINE			51,000,000	50,100,000						
13 3/4% FIRST MORTGAGE NOTES SERIES A-1 7% FIRST HTGE. NOTES SERIES A-2- NOTE 11 12 7/8% FIRST MORTGAGE NOTES SERIES A 14% FIRST MORTGAGE NOTES SERIES A	TRUMP CASTLE HOTEL & CASINO	PARTNERSHIP BUTOUT	142,800	142,800	SEPT. 19, 1990	N	PRIME	PI	***	
	TRUMP CASTLE HOTEL & CASINO	PARTNERSHIP PURCHASE	226,800,000	226,800,000	JUN 15, 1997	N	13-3/4%	NOTE GG		NOTE HH
	TRUMP CASTLE HOTEL & CASINO	PARTNERSHIP PURCHASE	125,000,000	125,000,000	JUN 15, 1999	N	NOTE JJ	IO		NONE
	TRUMP PLAZA HOTEL & CASINO	PARTNERSHIP PURCHASE	250,000,000	250,000,000	JUN 15, 1998	N	12-7/8%	NOTE KK		NOTE KK
TAJ MAHAL HOTEL & CASINO	PARTNERSHIP PURCHASE	675,000,000	675,000,000	NOV 15, 1998	N	14%		IO		NONE
BANKERS TRUST			3,402,693,242	3,245,332,029						
EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES	GRAND HYATT	PROPERTY DEVELOPMENT	60,000,000	60,000,000						
INDRE SAVINGS BANK OF AMERICA	GRAND HYATT	PROPERTY DEVELOPMENT	21,402,166	21,402,166						
	GRAND HYATT	PROPERTY DEVELOPMENT	38,443,420	38,443,420						
			119,645,586	119,645,586						
			\$3,522,338,828	\$3,365,177,614						

*** IO = INTEREST ONLY
PI = PRINCIPAL & INTEREST

NOTE: THIS DEBT SCHEDULE DOES NOT INCLUDE DEBT RELATED TO THE AMELS MOLLAND B.V. (BOATLAND) AND TRUMP WEST REALTY CO. (TRUMP WILSHIRE).

DONALD J. TRUMP
NOTES TO DEBT SCHEDULE
APRIL 30, 1990
(UNAUDITED)

NOTE A - EITHER PRIME + .25% OR BASE CD RATE DIVIDED BY DIFFERENCE OF 100% LESS REGULATION D RESERVE PERCENTAGE + 1.50% ON BASE EURODOLLAR RATE DIVIDED BY DIFFERENCE OF 100% LESS THE REGULATION D RESERVE REQUIREMENT + 1.50%

NOTE B - FLOATING INTEREST RATE BASED ON BAKER'S CALL

NOTE C - GUARANTY LIMITED TO \$10,000,000

NOTE D - PRIME + 1/4 OF 1% OR A RATE THAT IS FIXED ANNUALLY BASED ON LONDON BANK RATES

NOTE E - PRIME + .5% OR RESERVE ADJUSTED LIBOR + 1.5%

NOTE F - GUARANTY LIMITED TO \$35,000,000 UNTIL LEND IS REZONED & REAPPRAISED THEN LIMITED TO 64% (60% NET OF THE MINORITY PARTNER INTEREST OF THE BOX STIPULATED AMOUNT) OF THE EXCESS OF \$200,000,000 OVER 67% OF THE REAPPRAISED VALUE.

NOTE G - GUARANTY LIMITED TO \$17,000,000

NOTE H - LONDON BANK RATES (LIBOR) + 1.80% OR PRIME PLUS 1/5% AT BORROWERS OPTION. ENTERED INTO SWAP AGREEMENT ON \$69,688,962 TO EARN LIBOR + 1.80% AND PAY FIXED AMOUNT OF 9.90%. AGREEMENT EXPIRES FEB. 1, 1991.

NOTE I - PRINCIPAL IS REPaid WHEN UNITS ARE SOLD

NOTE J - GUARANTY LIMITED TO \$40,000,000

NOTE K - THE HIGHER OF PRIME + BASE RATE MARGIN OR LATEST THREE WEEK MOVING AVERAGE OF SECONDARY MARKET MORNING OFFERING RATES FOR THREE MONTH CERTIFICATES OF DEPOSIT + .5% + BASE RATE MARGIN OR EURODOLLAR RATE + EURODOLLAR RATE MARGIN (1, 2, 3, 6 OR 12 MONTH PERIODS) ENTERED INTO THE FOLLOWING SWAP AGREEMENTS WHICH EXCLUDES THE 200 BASIS POINT ADJUSTMENT TO THE CURRENT PAY RATE:

BANK	EARN RATE	PAY RATE	DUE DATE	PRINCIPAL AMOUNT
BANKERS TRUST	LIBOR	8.87%	JULY 1, 1992	\$75,000,000
BANKERS TRUST	LIBOR	8.80%	SEPT. 7, 1992	37,500,000
CITIBANK	LIBOR	8.90%	SEPT. 7, 1992	37,500,000

NOTE L - THE HIGHER OF (1) PRIME + .25% OR (2) THREE WEEK MOVING AVERAGE OF SECONDARY MARKET MORNING OFFERING RATES FOR THREE MONTH CERTIFICATES OF DEPOSIT + .75%; OR EURODOLLAR RATE + 1.85% (1, 2, 3, 6 OR 12 MONTH PERIODS)

NOTE M - (A) THE HIGHER OF (1) PRIME + .25%, OR (2) THREE WEEK MOVING AVERAGE OF SECONDARY MARKET MORNING OFFERING RATES FOR THREE MONTH CERTIFICATES OF DEPOSIT + .75%; OR (B) LIBOR + 1.85% (FOR 1, 2, 3, 6 OR 12 MONTH PERIODS)

DONALD J. TRUMP
NOTES TO DEBT SCHEDULE
APRIL 30, 1990
(UNAUDITED)

- NOTE H - THE HIGHER OF (1) PRIME, OR (2) THREE WEEK MOVING AVERAGE OF SECONDARY MARKET MORNING OFFERING RATES FOR THREE MONTH CERTIFICATES OF DEPOSIT + .5%; OR (3) LIBOR + 1.0% (FOR 1,2,3,6 OR 12 MONTH PERIODS)
- NOTE I - LIMITED TO (1) INTEREST ONLY AND (2) THE DIFFERENCE BETWEEN THE SALE OPTION PRICE AND THE LOAN AMOUNT.
- NOTE J - LOAN WAS SCHEDULED MONTHLY INTEREST PAYMENTS OF \$23,500.
- NOTE K - LOAN WAS SCHEDULED ANNUAL PRINCIPAL PAYMENTS ON NOVEMBER 2 OF \$30,000 WITH BALANCE DUE IN 1998.
- NOTE L - NOTE SECURED BY PARTNERSHIP INTEREST/MANAGEMENT AGREEMENT.
- NOTE M - GUARANTY LIMITED TO \$5,000,000
- NOTE N - PRIME + .5% OR CD RATE + 1%
- NOTE O - MATURITY DATE WAS APRIL 22 1990 - NO FORMAL EXTENSION - PAYING INTEREST
- NOTE P - PRIME + 0.25%, OR LIBOR + 1.25% (1,2,3,6, AND IF AVAILABLE 9 AND 12 MONTH PERIODS)
- NOTE Q - NOT TO EXCEED THE SUM OF: (1) \$15,000,000, (2) \$5,000,000 LESS THE BALANCE OF THE INTEREST RESERVE, AND (3) COLLECTION COSTS
- NOTE R - LIBOR + 2.0% (MINIMUM 3 MOS.) OR PRIME + .75%
- NOTE S - GUARANTY LIMITED TO \$14,000,000 (PLUS TAXES AND INSURANCE)
- NOTE T - GUARANTY LIMITED TO 1/2 OF BALANCE
- NOTE U - PRINCIPAL REPAYMENTS BEGIN THE EARLIER OF FOUR YEARS AFTER LOAN CLOSING DATE (FER. 1992) OR THREE YEARS AFTER COMMENCEMENT OF THE TERM LOAN (UPON COMPLETION OF CONSTRUCTION). THE CONSTRUCTION LOAN WAS COMPLETELY DRAWN DOWN IN DECEMBER 1990.
- NOTE V - LIMITED TO \$5,000,000
- NOTE W - THE NOTE PAYABLE IS DUE 5% IN 1989, 10% IN 1990, 15% IN 1991 20% IN 1992 AND THE BALANCE IN 1993
- NOTE X - PRINCIPAL AND ACCRUED INTEREST DUE UPON SETTLEMENT OF LITIGATION.
- NOTE Y - GUARANTY SECURED BY LETTER OF CREDIT WITH MAT. AMT. OF \$19,000,000.
- NOTE Z - PRIME + 0.5%, OR LIBOR + 2.0% (1,2,3,6, OR 12 MONTH PERIODS)

DONALD J. TRUMP
NOTES TO DEBT SCHEDULE
APRIL 30, 1990
(UNAUDITED)

NOTE GG - PRINCIPAL PAYMENTS OF \$22,680,000 ARE DUE ANNUALLY COMMENCING JUNE 15, 1990 WITH THE REMAINING PRINCIPAL DUE JUNE 15, 1997.

NOTE HH - COMMENCING JUNE 1990, SINKING FUND REQUIREMENTS TO RETIRE 10% OF PRINCIPAL PER ANNUM UP TO 70% OF THE BONDS AT MATURITY. REQUIREMENT OF \$22,680,000 TO BE PAID PRIOR TO JUNE 15 OF EACH YEAR.

NOTE II - NOTES AT FACE VALUE OF \$125,000,000, EXCLUDES A DISCOUNT OF APPROXIMATELY \$50,000,000.

NOTE JJ - BONDS ISSUED AT A DISCOUNT TO RESULT IN AN EFFECTIVE INTEREST RATE OF 13-3/4%.

NOTE KK - COMMENCING JUNE 1991, SINKING FUND REQUIREMENTS TO RETIRE 10% OF PRINCIPAL PER ANNUM UP TO 70% OF THE BONDS AT MATURITY. REQUIREMENT OF \$25,000,000 TO BE PAID PRIOR TO JUNE 15 OF EACH YEAR.

Table III

PRE-PLAN BUDGET
DONALD J. TRUMP
PROJECTED CASH FLOW ACTIVITY FOR MAY 1990 - APRIL 1991
(000) OMITTED
(UNAUDITED)

	MAY 1990	JUNE 1990	JULY 1990	AUGUST 1990	SEPTEMBER 1990	OCTOBER 1990	NOVEMBER 1990	DECEMBER 1990	8 MONTHS ENDED 12/90	JANUARY 1991	FEBRUARY 1991	MARCH 1991	APRIL 1991	4 MONTHS ENDED 4/91	12 MONTHS ENDED 4/91
CASH IN PERSONAL ACCOUNTS - BEGINNING PERIOD	\$39,951	\$24,098	\$9,855	\$820,766	\$843,522	\$54,308	\$83,667	\$73,425	\$39,951	\$81,358	\$879,186	\$87,368	\$98,785	\$81,358	\$39,951
CASH RECEIVED FROM (CONTRIBUTED TO) BUSINESS AND PERSONAL SOURCES:															
SALARY, FEES, INT. INC.	209	142	347	75	75	347	74	74	1,343	476	76	76	476	1,104	2,447
INTEREST OR PERSONAL CREDIT LINES	(4,264)	(4,264)	(4,268)	(6,273)	(4,416)	(4,272)	(4,272)	(4,272)	(34,301)	(4,277)	(6,282)	(6,282)	(4,291)	(17,137)	(51,438)
LEGAL/BUSINESS AND CHARITABLE CONTRIBUTIONS	(382)	(1,477)	(1,421)	(1,421)	(1,421)	(1,421)	(1,120)	(1,120)	(9,783)	(459)	(459)	(459)	(459)	(1,836)	(11,619)
PERSONAL AND HOUSEHOLD EXPENSES	(583)	(483)	(483)	(483)	(483)	(483)	(483)	(483)	(3,964)	(548)	(548)	(548)	(548)	(2,192)	(6,156)
RECEIPTS FROM (ADVANCES TO) OPERATING ENTITIES:															
ALIBAN, INC. (TRUMP PRINCESS YACHT)	(841)	(840)	(764)	(763)	(762)	(761)	(760)	(759)	(6,250)	(757)	(756)	(755)	(754)	(3,022)	(9,272)
AMELS HOLLAND B.V. (BOATYARD)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRYSTAL TOWER ASSOCIATES (TRUMP REGENCY)	(1,433)	(650)	(331)	(337)	(342)	(347)	(353)	(358)	(4,153)	(363)	(363)	(363)	(363)	(1,452)	(5,605)
DONVAN ENTERPRISES, INC. (PERSONAL AIRCRAFT)	(246)	(246)	(238)	(237)	(246)	(246)	(249)	(255)	(1,962)	(252)	(252)	(252)	(252)	(1,008)	(2,970)
EAST 61 STREET COMPANY (RENTAL UNITS)	(107)	(107)	(107)	(107)	(107)	(107)	(107)	(107)	(856)	(107)	(107)	(107)	(107)	(428)	(1,284)
TRUMP PARK COMDOMINIUM	(64)	(64)	(27)	1,428	(18)	(14)	(10)	(6)	1,241	16	1,929	16	2,009	3,970	5,211
PARK SOUTH ASSOCIATES	(168)	(168)	(374)	(168)	(168)	(168)	(168)	(168)	(1,550)	(382)	(1,671)	(1,671)	(1,671)	(803)	(2,433)
PENNY YARDS ASSOCIATES (LINCOLN WEST)	(145)	(145)	(3,313)	(1,513)	(1,513)	(1,513)	(1,513)	(1,513)	(11,168)	(3,570)	(1,320)	(1,320)	(1,320)	(7,530)	(18,658)
PENTHOUSE LAND PARCELS (ADJ. TO TRUMP PLAZA)	(713)	(709)	(709)	(709)	(709)	(709)	(709)	(709)	(6,284)	(709)	(913)	(709)	(709)	(3,040)	(9,324)
PLAZA HOTEL - NEW YORK	(14)	478	(4,261)	(4,378)	845	2,013	1,690	1,169	(2,438)	(3,866)	(649)	0	0	(4,515)	(6,973)
TENNIS CLUB (REG-TRU EQUITIES)	12	12	12	12	12	12	12	12	96	13	13	13	13	52	148
TRUMP AIR	(981)	(1,477)	(1,045)	(1,049)	(985)	(981)	(957)	(909)	(8,384)	(958)	(958)	(994)	(1,006)	(3,916)	(12,300)
TRUMP CASTLE HOTEL & CASINO	0	(23,642)	0	0	0	0	0	2,100	(21,542)	0	0	0	0	0	(21,542)
TRUMP CORPORATION	(240)	(240)	(290)	(290)	(290)	(290)	(290)	(290)	(2,220)	(148)	(148)	(148)	(148)	(592)	(2,812)
TRUMP EQUITABLE FIFTH AVENUE COMPANY (TOWER)	(4,331)	419	(1,131)	169	169	169	169	169	(4,698)	(1,429)	53	53	53	(1,270)	(5,968)
TRUMP PALACE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRUMP PALM BEACHES CORP.	(413)	(413)	(413)	(413)	(413)	(413)	(413)	(413)	(3,304)	(413)	(413)	(1,371)	(413)	(2,610)	(5,914)
TRUMP PLAZA HOTEL & CASINO	0	0	0	0	0	0	0	20,000	20,000	0	0	0	0	0	20,000
TRUMP SHUTTLE, INC.	(3,347)	0	0	0	0	0	0	0	(3,347)	0	0	0	0	0	(3,347)
TRUMP TAJ MANAL CASINO RESORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRUMP TAJ MANAL REALTY, INC. (TAJ ADJ. LAND)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRUMP WEST REALTY CORP. (TRUMP VILSHIRE)	2,900	(95)	(95)	(95)	(95)	(95)	(95)	(95)	2,235	(95)	1,082	(95)	(95)	797	3,032
CASH IN PERSONAL ACCOUNTS - END OF PERIOD	\$24,098	\$9,855	\$28,766	\$843,522	\$843,308	\$83,667	\$73,425	\$61,358	\$81,358	\$79,186	\$879,186	\$87,368	\$98,785	\$81,358	\$106,866

NOTE :

NO PROVISION FOR FEDERAL OR STATE INCOME TAXES (INCLUDING NEW YORK TRANSFER TAX OR REAL ESTATE)

DONALD J. TRUMP AND RELATED ENTITIES
EFFECTS OF OVERRIDE AGREEMENT
(\$ in Millions)

<u>Asset or Entity</u>	<u>Lender</u>	<u>Approximate Amount of Indebtedness as of April 30, 1990</u>	<u>Current Maturity Date</u>	<u>Recourse Nature</u>	<u>Effect of Override Agreement</u>
Taj Mahal	Mortgage Bonds	\$675.0	11/15/98		No change
	First Fidelity	\$ 75.0	11/22/91	Fully recourse	Principal payments deferred until June 30, 1993, subject to extension to June 30, 1995, in certain circumstances. Interest payable to extent cash payments are received under management contract. Secured by first priority "special" equity lien on Mr. Trump's ownership interests in Trump Taj Mahal Associates, L.P.
	Natwest	\$ 50.0	11/3/94	None	No change
Trump's Castle	Mortgage Bonds	\$226.8	6/15/97		No change
	Mortgage Bonds	\$125.0	6/15/99		No change
	Midlantic	\$ 13.0	Demand	Guaranty limited to half of balance	Maturity extended until June 30, 1995. Portion of interest payable currently.
	Midlantic	\$ 50.0	2/16/98	Guaranty limited to \$5.0 million	No recourse against Donald J. Trump until June 30, 1995. Secured by first priority "special" equity lien on Mr. Trump's ownership interests in Trump's Castle Associates, L.P.
Trump Plaza	Mortgage Bonds	\$250.0	6/15/98	None	No change
	European American Bank	\$ 10.0	10/28/93	None	No change

<u>Asset or Entity</u>	<u>Lender</u>	<u>Approximate Amount of Indebtedness as of April 30, 1990</u>	<u>Current Maturity Date</u>	<u>Recourse Nature</u>	<u>Effect of Override Agreement</u>
	First Pennsylvania Bank	\$ 3.0	11/2/98	None	No change
	Midlantic	\$ 7.0	Demand	Fully recourse	Principal and interest payments deferred until June 30, 1995.
	Harrah's Atlantic City	\$ 16.0	50.0% payable by 1992, balance in 1993	Fully recourse	No change
	Various Purchase Mortgages	\$ 9.0	Various dates from 1990 through 1998	None	No change
Trump Shuttle	Citibank	\$245.0	6/7/94	None	Principal payments deferred until June 30, 1993. Interest payable currently.
	Citibank	\$135.0	6/7/92	Fully recourse	Principal payments deferred until June 30, 1993, subject to extension to June 30, 1995 in certain circumstances. Interest payments deferred until June 30, 1995.
					No recourse against Donald J. Trump until June 30, 1995.
Grand Hyatt	Manufacturers	\$ 36.0	7/20/90	Fully recourse	Principal payments deferred until June 30, 1993, subject to extension to June 30, 1995 in certain circumstances. Interest payments deferred until June 30, 1995.
					No recourse against Donald J. Trump until June 30, 1995.
	Equitable Life Assurance Society	\$ 21.0	-	None	No change
	Home Savings Bank	\$ 38.0	-	None	No change

<u>Asset or Entity</u>	<u>Lender</u>	<u>Approximate Amount of Indebtedness as of April 30, 1990</u>	<u>Current Maturity Date</u>	<u>Recourse Nature</u>	<u>Effect of Override Agreement</u>
Penn Yards	Chase Manhattan	\$ 197.0	7/1/91	Guaranty limited to \$35.0 million	Principal payments deferred until June 30, 1993, subject to extension to June 30, 1995 in certain circumstances. Interest payments deferred until June 30, 1993.
	Chase Manhattan (tax line)	\$ 9.0	-	Fully recourse	No recourse against Donald J. Trump until June 30, 1995. Interest payments deferred until June 30, 1993. Principal payments deferred until June 30, 1995.
Plaza Hotel	Citibank	\$ 113.2	7/21/90	Fully recourse	No recourse against Donald J. Trump until June 30, 1995. Principal payments deferred until June 30, 1993, subject to extension to June 30, 1995 in certain circumstances. Interest payments deferred.
	Citibank	\$ 300.0	7/21/90	None	No recourse against Donald J. Trump until June 30, 1995. Principal payments deferred until June 30, 1993. Interest payable currently.
Trump Palace	Citibank	\$ 136.8	2/14/92	Guaranty limited to \$40.0 million	Interest payable out of loan proceeds until loan balance equals \$220.0 million. Then interest payments will be deferred until June 30, 1993. Principal payments deferred until June 30, 1993.
Helicopter	CIT Group/Equipment Financing, Inc.	\$ 50.0	5/1/97	Guaranty limited to \$17.0 million	No recourse against Donald J. Trump until June 30, 1995. No change

<u>Asset or Entity</u>	<u>Lender</u>	<u>Approximate Amount of Indebtedness as of April 30, 1990</u>	<u>Current Maturity Date</u>	<u>Recourse Nature</u>	<u>Effect of Override Agreement</u>
Mar-a-lago	Boston Safe	\$ 12.0	10/1/93	Fully recourse	Principal payments deferred until December 30, 1993. Interest payable currently.
Trump Princess	Boston Safe	\$ 16.0	2/1/08	None	No recourse against Donald J. Trump until June 30, 1995. Principal and interest payments deferred until earlier of June 30, 1991 and sale of Princess.
	Boston Safe	\$ 10.0	2/1/08	Fully recourse	No recourse against Donald J. Trump until June 30, 1995. Principal and interest payments deferred until earlier of June 30, 1991 and sale of Princess.
Central Park South	Manufacturers	\$ 28.0	6/15/90	Fully recourse	No recourse against Donald J. Trump until June 30, 1995. Principal payments deferred until June 30, 1993, subject to extension to June 30, 1995 in certain circumstances. Interest payable currently.
Trump Regency	Manufacturers	\$ 73.0	7/31/94	Limited Guaranty	No recourse against Donald J. Trump until June 30, 1995. Principal payments deferred until June 30, 1993, subject to extension to June 30, 1995 in certain circumstances. Portion of interest payable currently.
					No recourse against Donald J. Trump until June 30, 1995.

<u>Asset or Entity</u>	<u>Lender</u>	<u>Approximate Amount of Indebtedness as of April 30, 1990</u>	<u>Current Maturity Date</u>	<u>Recourse Nature</u>	<u>Effect of Override Agreement</u>
Alexanders Stock	Bear Stearns	\$ 6.0	-	Fully recourse	No change
	Citibank	\$ 63.0	7/26/90	Fully recourse	Principal and interest payments deferred until June 30, 1995.
Trump Tower	Chase Manhattan	\$ 75.0	5/1/93	None	No recourse against Donald J. Trump until June 30, 1995.
East 61st Street	Manufacturers	\$ 24.0	1/14/91	Fully recourse	Principal and interest payments deferred until June 30, 1995.
Trump Plaza of Palm Beaches	Marine Midland	\$ 27.0	10/22/90	Guaranty limited to \$14.0 million plus certain expenses	No recourse against Donald J. Trump until June 30, 1995. Principal payments deferred until June 30, 1995. Interest payable currently.
Penthouse	Midlantic	\$ 37.0	11/28/92	Fully recourse	No recourse against Donald J. Trump until June 30, 1995. Principal and interest payments deferred until June 30, 1993.
Working Capital	Various Purchase Mortgages Bankers Trust	\$ 19.0 \$ 4.0	Due upon Settlement of Litigation	Guaranty secured by Natwest Letter of Credit Fully recourse	No recourse against Donald J. Trump until June 30, 1995. Principal and interest payments deferred until June 30, 1995.

<u>Asset or Entity</u>	<u>Lender</u>	<u>Approximate Amount of Indebtedness as of April 30, 1990</u>	<u>Current Maturity Date</u>	<u>Recourse Nature</u>	<u>Effect of Override Agreement</u>
Working Capital	Bankers Trust	\$100.0	4/15/91	Fully recourse	Principal and interest payments deferred until June 30, 1995.
Personal Use	Boston Safe	\$ 10.0	Demand	Fully recourse	No recourse against Donald J. Trump until June 30, 1995.
Working Capital	Chase Manhattan	\$ 19.0	11/30/90	Fully Recourse	Principal and interest payments deferred until June 30, 1995.
Letters of Credit	Natwest	\$ 19.6	-	Fully recourse	No recourse against Donald J. Trump until June 30, 1995.
					If drawn, principal and interest deferred. No recourse against Donald J. Trump until June 30, 1995. Subject to draws, this letter of credit is secured by a first priority "special" equity lien on Mr. Trump's ownership interests in Trump Plaza Associates, L.P.